NATIONAL ARCHIVES MICROFILM PUBLICATIONS

DESPATCHES

July 10-October 20, 1855

NATIONAL ARCHIVES MICROFILM PUBLICATIONS

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515

Havana 16 July 1855.

Wm H. Robertson Esq.
Acting Consul of the U. St of Amca

Dear Sir,

I beg leave to inform you that by taking the necessary preliminary steps to begin the work you entrusted to me, I find many unsupperable difficulties to deal with, while I fear that the expence of procuring the requisite statistics and creditable informations would go far beyond anything you might be willing to pay and require more time than I have got at my command.

The fact is, that my total ignorance of the matter contained in these queries, makes it next to impossible for me to give them a satisfactory solution — indeed I am convinced that His Excelly the Admiral is the only person who can answer them — his personal uncommon talents as well as his Official post will enable him to serve you thoroughly — any other person could only do so in an imperfect manner & such as would not come up to the Expectations of your government. —

Determin however to do all in my power to give you a proof of my high sense of your esteem, I am preparing a clear, well made translation of the Queries, which you can submit to His Excelly the Admiral, thus facilitating the work — and

when you obtain the answers in Spanish
it shall afford me pleasure to assist you
in their translation into American lan
guage.

You are of course at liberty to make
such use of this letter as you may deem
most convenient.

I am most respectfy
Dear Sir.

Your very Obed't Serv't.

Ernest Saportas

Govern't Interp'r.

Interpreter

Wm. H. Robertson Esqr

Acting Consul of the U. S. of Amr.

Present -

1. Rec'd 28th July
Ans'd 14 Aug

No 226.

Consulate of the United States.
Havana July 18th 1855.

Hon: William L. Marcy
Secretary of State
of the United States.
Washington.

Sir.

Complying with the directions contained in your despatch of the 27th ult.o I have the honor to accompany herewith copies of the latest Port and Custom House regulations - all of which are in force at all the ports of the Island open to commerce. There are ports in the Island to which vessels (not coasters) are permitted to go for taking in and discharging cargoes without being ports of entry, but vessels must first enter at an open port, and return to one of the same kind for clearing. As to quarantine, in conformity to the order of the Captain General of 4th November 1854 (of which I sent you a translation in my despatch of 6th Nov.r 1854 - No 136) all vessels having to perform it must either come to Havana, or proceed to St Iago de Cuba for that purpose. I enclose you likewise the last published quarantine regulations - since the publication of it the Board of Health have adopted a multitude of decisions, as particular cases occurred, of which but few if any, have been made known, and which have to

a great extent made obsolete many of the articles of the Regulations of 1848. I have it from the Physician Secretary of the Board of Health for this port that the General Board for the Island are at present engaged in the formation of new Regulations that will probably be completed and put in practice in four or five months from this time; that a committee are about to be sent out to select the best site on this part of the Coast for establishing a lazaretto. it is believed that the port of Cabañas, distant from Havana some thirty miles, will be selected for this part of the Island, and the old place at St Iago de Cuba for the other part. It is also very probable that a lazaretto will be established at Cienfuegos, the merchants there having offered to prepare for the purpose a building at a suitable spot, which offer has, I understand, been accepted. I will keep the Department advised of every thing that may transpire on this important subject. The rules and charges are in St Iago the same as those for this port.

The charges which American and other foreign vessels are generally subjected to in this port are as follows.

Captain of the Port's fees. { for entering the port 3$. on leaving the same, 3$ making $6.-

Health visit. This charge { Is the fee of the Boarding Physician who receives the Bill of Health, which all vessels must bring duly authenticated by the Spanish Consul (if coming from a foreign port) under the penalty of

and the Captain of the Port's fees are also exacted from Sp: vessels. } being sent to guarantine for seven days, or the payment of a fine not less than 50 ℔. the Spanish Consul's fee of authentication is 2 ℔ - the health visit fee here, which goes into the funds of the General Board of Health of the Islands, is .. 3 cents per ton.

Interpreter's fee — all foreign vessels pay it ..... ℔ 2. —

Translation of Manifest } all foreign vessels have also to pay this charge ..... ℔ 4. —

If a vessel has lost or thrown overboard part of cargo or the whole from stress of weather, she has to Center Protest at the Custom House — cost ℔ 2. 50

Governors fee. for Signature of the Allowpass .. ℔ 2. —

Light dues } Foreign vessels pay 6¼ cts per ton
Spanish do " 3⅛ " do

Tonnage dues. } Spanish vessels pay 02½ cents per ton & 1% Balanza. Foreign vessels are all measured, previous to this duty being levied. the dimensions are ascertained in the following manner.

Length. Taken on the upper deck from inside of the stem to the inside of the stern post.

Builder's width. } Taken at the place of greatest breadth from outside to outside of the timbers.

Burthen width } Taken at the place of greatest breadth from inside to inside of the ceiling

Depth of Hold } Taken from the skin alongside the Keelson to the upper side of the upper deck planks

The admeasurements are taken in Burgos or Spanish feet.

The dimensions being had, the capacity or tonnage is ascertained by the following operation.

Add the Length to three times the

Builder's width, and divide the sum by 4 - multiply the quotient by the Burthen width, and multiply the product by the Depth of Hold; and divide the result by 70.19 (cubic feet of a ton) - the quotient will express the tonnage. Calling Length.... L.
Builder's width. ..... B
Burthen width. C
Depth of Hold. ..... D.

$$\frac{1/4\,(L+3B)\times C\times D}{70.19}$$

When the vessel has a double deck and the height between decks does not exceed 6 feet, add to the tonnage as above ascertained 10 per cent; if the height exceed 6 feet, add 14 feet.

The capacity of Steamers is ascertained in the same manner, but in measuring to ascertain the dimensions the space occupied by fuel, machinery and every thing appertaining to the propelling power, is deducted.

After the tonnage is discovered all dues levied at a certain rate per ton, such as light dues, health visits, tonnage duty (properly so called) and Ponton or mud machine duty, are charged upon the tonnage or capacity so ascertained.

The amount paid by foreign vessels for tonnage duty is 1 1/2 ₱ per ton, and Balanza 1 per cent upon the result of the multiplication of the tons by 1 1/2 ₱. From this charge are exempt:

Vessels that come in and leave in ballast -

Vessels with cargo that do not discharge or take in any thing.

Vessels that enter port in distress to undergo repairs, though they may discharge cargo, provided that every part of her cargo is again taken in and no more.

Mail Steamers, recognized as such, are permitted to bring and carry three tons weight of cargo without paying tonnage dues. if the cargo discharged exceeds the three tons they pay the duty occupied by the excess over & above the three tons. Other Steamers are viewed in the same light as other merchant vessels.

Stones and water taken for use of crew and passengers are not of course considered as cargo.

Vessels entering ports of the Island with mineral coal, in equal or greater quantity than the number of tons per their Registers, pay only 50 cents per ton, for tonnage duty, even if they bring other merchandize besides. they are also exempted from all other local charges (excepting Captain of Port's fees), such as Pontoon & Health dues, Custom House visits, entry and clearance fees, wharfage, stage hire &c.. Such as bring coal solely in less quantity than their tonnage measure pay 50 cts per ton upon the portion occupied by coal, and the difference between this portion and the number of tons that the vessel may turn out to

have after being measured will be subjected to the payment of the full tonnage duty; but these vessels are allowed the exemption from all other charges, excepting Capt of Ports fees.

Vessels having on board, besides coal in less quantity than their measure, other cargo, are in the same case respecting the tonnage dues, but subjected to the Ponton, Health, visits, Registering, and other usual dues.

Such vessels as after being discharged shall give a result of 20% less than the quantity manifested and certified to by the respective Consul, lose the right to any exemption, and are therefore subjected to the charges established for other trading vessels.

These exemptions in favor of coal vessels were established by a Royal order published here by the Superintendant Genl of the Exchequer on the 9th Feby 1854, to be understood for the term of one year from date of publication of the Royal order "within which time" (in the very words of the order) "its effects are to be observed, that with a full understanding of the subject, the measure may be definitively confirmed at the proper day, or revoked, as may be convenient." No further action has been taken on the subject by Government - so that vessels thus laden continue enjoying the privileges above set forth.

To vessels that take away from the Island <u>full cargoes</u> of molasses

their tonnage dues (paid) are returned immediately that evidence is produced to the Collector of the Port where the dues were collected of the vessel having sailed with a full cargo of molasses. This evidence consisting in a certificate upon stamp paper, costs money, but it is a trifling amount. The law to this effect was first established on 19th Dec 1843 and began to be observed on 1st Jany 1844. it was annulled by Royal order of 27th Sept. 1845 enforced on 17th Nov of same year. The Molasses trade then drooped, and to revive it the former law was reestablished on 8th July 1846. —

Ponton or Mud machine dues. } Vessels of more than fifty tons (Spanish measurement) pay this charge at such ports of the Inland where there may exist dredging machines. the duty is 1¾ rials (8 rials to the dollar) and 1% Balanza Wharfage dues = 1¼ cents per ton (Spanish measurement) charged in the following manner = For every day (including Sundays) that the vessel lays at the Government wharf, including the day she hauls in, if before sunset, and the day she hauls out, if after sunrise. If the vessel discharges in the harbor, the day is estimated as follows: 10,000 bricks or tiles - 1000 quintals of log-wood; 20 tons of coal; 20000 feet of timber, 500 Hogshead shooks; 600 Sugar box shooks; 60 bales of cotton; 10,000 hoops = Fractions of more than half a day are counted as one day. Vessels that load in the

harbor, have not to pay wharfage duty while loading.

Stage hire - All vessels that load or discharge at the Government wharf must use the city staging - the hire is, 75 cents per day =

Custom House charges of entrance and clearance } This charge is a variable one - consists of the following items. Custom House visit of entry $5.50 - outward visit $5.50 - visit of clearance $5.50. an= =otation fee 2$. Extracts of manifest for the revenue guards - according to the length of the manifest - incidental fees from 4 to 0$.

Register dues - $5.50 for each daily return of cargo discharged, whether it is one package or 1000 packages. and $8.25 cts stamp paper for outward Register & formation of Register of outward cargo.

Vessels going from one port to another of the Orland, carry a sea letter or document of introduction to the Custom House of the other port, expressing that she has paid the regular charges &. this document costs $4.25 cents =

Bill of Health } If the vessel be of more than 150 tons, the charge is $6.- if less, only 4$ - given and charged only to such vessels as call for such documents - if she be bound to a foreign country, the Bill of Health must of course, to be of use, be authenticated

by the Consul of the Nation to whose port she is going - charge on the Certificate $2.12½ cts.
Lighterage - not a Government charge - It is most always paid by the vessel - the usual rates are; 10 cents per box of sugar from the city - 8 cents from the stores in Reglas - 25 cts per 1 hhd of molasses - Coffee, 2 bags are considered equivalent to one box of sugar =
Consuls fees = The various Governments having Consuls in Cuba allow different rates - the American Consul, by the last act of Congress charges for deposit & delivery of Ship's papers ½ cent per ton, Registered measurement - besides, the contingent charges for any changes in the crews, notations or Extensions of protests, surveys &c &c.
Pilotage - It is optional for the vessel to take a pilot or not, unless she goes into the inner harbor beyond the shoals, in which case, whether she takes a pilot or not, she has to pay the pilotage - the charge is 10$ coming in as far as the inner harbor - 10$ going out - and 10$ from any part of the outer harbor into the inner = there are also certain removals from one spot to another costing 5$ if a pilot is taken =
Ballast master - 1$ per day while discharging ballast =
Stevedores = not a Gov't charge = generally for hoisting sugar 3½ cts per box, & for stowing 4½ ct per box = the usual wages of men employed from the shore to work on board ship is 1¼$ to 1½$ each =

man per day.

Stamp paper. Business transacted at the Custom House is all done in writing, and pretty much all upon stamp paper, mostly at 50 cts a sheet excepting that for outward Register, called papel de ilustres costing 8$ the sheet.

Vessels that go to outports to load have to pay anchorage and other small fees, averaging some 15 or 16$ each. At Cienfuegos every vessel pays the Health Physician 2$ & as much more if ordered to quarantine - at Matanzas, besides the charges received as here, the Government exacts 4$ & the Royal Exchequer 4$ - at Sagua, an extra fee is exacted of 4$ if she enters in ballast & leaves with cargo, and 8$ if she brings cargo, and carries away cargo. I understand likewise that at some of the ports of the Island the Interpreter's fee is double the amount paid here.

Commissions = The usual rates are = 2½% for purchases, upon cost & charges = 5% on sales = 2½% for guarantee = 2½% Collecting freight = 2½% upon amount of vessel's disbursements = 5% for procuring freight = Endorsing & negotiating Bills on Europe 2½% on U. States 1½%

Towing (not a Government charge)

From one part of the Harbor to another, or from one mile outside of the Morro Castle to her berth in the Harbor of Havana, or vice-versa =

next page.

Tonnage of the vessels.	From or to outside the Harbor.	From one place in the Harbor to another.
40 to 50	$17.	$12.
50 to 100	21.25	15
100 to 150	25.50	18
150 to 200	29.75	21
200 to 250	34	24
250 to 300	38.25	27
300 to 350	42.50	30
350 to 400	46.75	33
400 to 450	51.	36
450 to 500	55.25	39

A vessel in the harbor wanting a tow must have her anchor apeak so that the steamer can approach her. in case of negligence or delay an additional charge of 20$ will be made. for landing horses 15$ for one. & $4.25 cent for every additional one. When two or more vessels in time of calms are towed together the price is that specified in the 2nd column of charges. a vessel touching or aground is assisted at the rate of 40$ per hour.

Vessels quarantined incur the expense of Pilotage 10$ the quarantine ground being in the inner harbor. Health visits 2$ and 1$ for every day that she is in quarantine. Should she have goods requiring fumigation the operation is done on board the Lazaretto ship. and 25 cts are exacted upon each package of whatever size. this is to be understood upon every package that enters the Lazaretto. Upon such articles as are brought direct on shore no charge is made.

Foreign men of war pay no portcharges. if a pilot be taken the rate charged is the

same as paid by a Spanish man of war $7 in & $7 out = if towed in or out they pay the Tow Boat Company, of course, ac-cording to size &c-

B. Passengers coming to Cuba must bring passports - if from a foreign country they must either have a passports from the Spanish Consul, or such as are issued by their own Government or by that of the Country they are leaving; in this case. such foreign passports must be viseed by the Spanish Consul who charges 2$ for each visa. On arrival here, they must obtain landing permits before going on shore - price 1$ for a Spaniard - 2$ for a foreigner. Transient passengers need no passports. if they wish to come on shore and remain until their vessels are about to leave, they can do so by obtaining a landing permit - price 1$. Vessels bring-ing passengers without passports in due form are made to pay a fine of 25$ for each passenger, and each passenger 10$. Individuals belonging to crews of vessels in the harbor, may, if discharged with the approbation of the Consul of the nation to which the vessels belong, come on shore, a permit is given them to stay one month, at the expiration of which time they must, if they wish to remain longer, apply to the Governor General for permission.

Passengers (not transient) leaving the Island must obtain passports from the Government - cost about $4.50 to a foreigner; about $1.75 to a Spaniard - Vessels

that attempt to take away passengers without passports are subjected to detentions, and heavy fines if it is proven that the same was attempted knowingly - such passengers are of course brought ashore - &c.

Seamen that have been legally discharged to ship upon foreign vessels must be shipped by the sole authorized shipping master who collects 25 cts for each seaman's discharge (fee belonging to Capt of the Port) and 2$ for each seaman shipped generally paid by the vessel shipping the seaman. This shipmaster cannot ship any man that has not produced a regular discharge authorized by his Consul. Spanish seamen cannot ship upon foreign vessels without special permission from the Admiral. If a vessel is found having on board one or more seamen, not shipped by the shipping master, she is subjected to a fine of 50$ for each man if before she is cleared - and 100$ if after being cleared, likewise for each man.

— — — — —

The last Tariff for imports and exports of the Island of Cuba, commenced to be enforced in 1847. The import duties on articles of every description are levied upon a fixed average value of the articles in the Island. The valuation is specified in the Tariff.

Foreign merchandize in foreign bottoms pay - some 27½ % - others 33½ %.

Foreign merchandize in Spanish bottoms from foreign ports - some 19½ % - others 23½ %

Fine Jewelry are excepted - if foreign, come in foreign

bottoms 7½ % - in Spanish bottoms 5½ % = Spanish Jewelry, coming either in Spanish or foreign vessels pay only 3½ %.

The same rates of 19½ % & 23½ % are levied upon foreign merchandize coming from the Peninsula in Spanish bottoms. Spanish goods coming in foreign vessels, pay, some 14½ % others 17½ % - All Spanish productions or manufactures (with the exception of Jewelry as above stated) that come in Spanish vessels pay 7½ %

The above does not include flours which by virtue of several Royal orders, have the following rates =

Spanish flour in Spanish bottoms . . . 2$ pr barrel.
do do in foreign do . . . . . 6$ — "
Foreign do in do. do $9.50cts. "
do. do in Spanish do. $ 8.50 — " "

All flour pays besides 2% on the valuation of $12½ per barrel & 1% Balanza.

Subsequently one half per cent was added upon all imports - and still later (19th Decr 1850 by virtue of a Royal order dated 3d Novr of same year) an additional increase was laid on, to last for two years — of 1½ % on valuation of all foreign imports - and ½ % to be charged over and above the amount to that time paid on Spanish imports. This increase was to cover certain necessities of the Government - the two years went by long ago, the necessity may have passed but the additional per centage is still exacted.

All goods imported pay besides Balanza. 1% upon the total amount of duty levied at the rates above specified.

In the ports of Havana and Matanzas wines, ewes, and liquors, have also to pay - 50 Cents a pipe, 25 cts a half pipe, & 12½ cents a demijohn or a dozen of bottles. This is a municipal tax for the support of Charitable Institutions -

Goods imported and placed in warehouses to be reexported pay 1% inward & 1% outward, a year - the same if the goods remain in deposit less than a year.

Damaged goods when discharged are sold at public auction, and the duty is levied upon the amount of sale.

Machinery and pieces thereof for sugar plantations, rice mills, mineral coal, ice, leeches, mares, stallions, and Jackasses are free of import duties.

Exports - By the tariff of 1847.

Sugar - in foreign bottoms 3%½ cts a box - in Spanish 25 cts
Coffee - ditto 20 - a bag - ditto 12
Tobacco do. $1.50 cts (a 100 pounds) do. 75 cts
Cigars - no discrimination - 50 cts per thousand.
Gold of any description exported in foreign bottoms to foreign or Spanish ports 2¼% on valuation of 16$ pr ounce.
to Spanish ports in Sp: vessels, nothing -
Silver of any description in foreign or Spanish bottoms to foreign ports - 3¼% on the valuation of 16$ per pound - to Spanish ports in foreign or Spanish vessels, nothing -
All other produce exported to foreign ports pay on the valuation 7¼% in foreign vessels, and 4% in Spanish.
to Spanish ports in Spanish vessels 3% — and 1% Balanza.

By virtue of the Royal order before mentioned (of 3d Nov 1850) published here 19th Dec of said year, and which began to be enforced in respect to exportations on 1st of Jany 1851, the following additional duty is levied upon exported produce.

50 Cents per box of Sugar
25 Cents per 100 pounds of tobacco, or thousand of cigars.

I hope that the foregoing furnishes all the information called for in your despatch of 27th June ult. and assuring you of my readiness to communicate any other that you may desire either upon this or any other subject of interest to our beloved country,

I have the honor
to remain, Sir
Your very Obt. Servant

Wm B Worthington
acting Consul

Rec'd 3rd Aug.

Mr Abbot R

No 231.

Consulate of the United States.
Havana July 26th 1853.

Hon: William L. Marcy
Secretary of State
of the United States.
Washington.

Sir.

Since my communication of the 18th Inst. in answer to yours of 27th ult°, was forwarded, I have discovered that in the part referring to the Tariff of this Island, I omitted to mention the alterations in the Tariff of imports, made by Royal order of 1st August 1852, published here on the 16th of October of that year, and which were put in practice in February 1853. I send you a number of the Official Gazette of 19th October 1852 containing the Royal order and decree of the Superintendant General of the Exchequer - it will be seen that the alterations include but few articles of American produce or manufacture, and these, excepting one or two, of no very great consequence.

I have the honor to be, Sir,
Very respectfully
Your Obt Servant

Wm H Robertson
acting Consul

Recd 31st Oct 1.
2 enc. & 2 Chart.
[No 256.]
In. S.

In: Abbot.
In: Flagg
Copies

Consulate of the United States.
Havana October 11th 1853.

Hon: William L. Marcy
Secretary of State
of the United States.
Washington.

Sir.

I am at last enabled to transmit to you the answers to — No 1
your circular of 8th October 1853, { Answers to Circular 8th Oct 1853.
which I regret not having been
able to do sooner. Great as the exertion
has been to accomplish this work, and
the length of time that has been
employed, it is not as perfect as
I could wish. I have already alluded { Difficulties encountered.
to the great difficulties that had to
be encountered here in collecting
information from any official source
I had employed and made an agree-
ment with one of the Government In-
terpreters, who I knew could have
access to information from records
not easily obtained otherwise. after
making some progress in the work
he relinquished it; I suspect by order.
The Admiral seemed at first very
much disposed to give every aid in his

power and assured me that he would do so. He desired me to send him such questions as I could not answer from my own knowledge, and he would cheerfully do it for me. It was found there were fifteen questions in the different series that required his assistance. I had them transi= =lated and sent to him, and regret to say that he furnished but little information in answer to them. This, and other reasons created in my mind the impression that, though his offers of service had been made with great apparent frankness, it had never been his intention to afford the facilities needed.

Reluctance of Admiral to assist.

Appendix No 2 — Systems here.

Map of Havana Harbor

You will find in the Appendix some remarks on the systems established here, which may deserve your notice. You will also find enclosed a map of the Harbor of Havana with references attached, that may be useful.

Notwithstanding that much of the labor has been performed by others, it has occupied a great part of the time of this office. I have made the report as complete as I could, and yet fear it may not meet the ex=

=pectations of the Department. I have
paid for labor £279.- and believe the money has been well earned by the parties - their receipt accompanies the report. Although you say the answers are expected to be made without ex=
=pense to the Department, I must leave it for you to say if it is just or not that I should be remunerated. Under any circumstances I feel greatly relieved that the work is accomplished as I anticipated great difficulties from the first which were found still greater, than expected owing to the total ignorance prevailing here through=
=out on these subjects, and which is I know difficult for you to conceive.

money well earned

No 3

Hope to be remunerated

The Admiral told me one day (whether truly or not I cannot say) that he had not an officer under his command that could answer fully two of the questions.)

I have the honor to be
Sir, with great respect
Your Obt Servt

Wm G Johnston
acting Consul=

U. S. Consulate.

Havana 11th Octr 1855

Wm H. Robertson. act'g Consul.

No 256

3 Documents enclosed.

Received 31st Oct. 55.

Answers to Queries propounded in General Circular of 8th Octr 1855

Ansd Nov. 1.

Mr Abbot R
Warren 12th Oct 55

Omit

Dear Sir

I have forborne to say any thing in opposition to the new Consular Bill - for the reason that I am only an adventurer and perhaps not becoming me to complain, but for the benefit of him who may be hereafter appointed - I am reminded that although the salary of 6000 Dollars per annum seems a liberal one - but deducting the Expenses of the office - it leaves to the owner not exceeding 3000 per annum, and now the new Law having in force the Labours so much increased. that I am apprehensive that another appointment will become necessary in which event the Salary will may fall exceed 2000 Dollars. I have already annexed to you that we are not confined to the hours prescribed by law, but occupied from Sun to Sun and even then found it difficult to keep up the work in the office, unquestionably greater than any other office under the Govt of the United States - by the new Instructions we are obliged to procure new Forms the old ones in hand rendered useless - which cost no small sum. as the prices here for printing and paper are about 3 times the cost in the US, the same with Books & Stationary Generally - the cost of two Book cases - for the preservation of the

Books sent from Washington – is no
expenditure that ought soon to be
should be born by the Government – I
bound for the benefit of whom it may
concern

I am with great Respect
& Consideration your obed

Wm H Winder

To the Honorable
Wm L Marcy

P.S. – I was unwilling to com
municate in my official report acco
panying the answers to the Interro
– the reply to two of the questions
of 15 presents to know to answer
his own inquest – The answers to t
others were just as relevant – but
& impertinent – I was in the pa
of rebuking this insolence – but I
it better to suffer it to pass unnoti

R

Series no 3.

Interrogatory no 24.

What legitimate means can be adopted by the Government of the U. S. that will tend to promote the commerce and navigation between the two countries, and maintain and strengthen their intercourse and friendly relations?

Answered by the Admiral in his own hand writing =

Translation -

A very simple one. That the Government of Washington be as nobly honest as the Spanish, and to study their mutual advantages. As long as the American Government consent or encourage the fitting out of expeditions of pirates in their territory, no questions of mutual advantage can be treated of -

Original -

Uno muy sencillo. Ser el Gobierno de Washington tan noblemente honrado como el español, y estudiarse las ventajas recíprocas. Interin el Gobierno Americano consienta ó anime el apresto de armamentos de piratas en su territorio mal podrán tratarse cuestiones de ventaja mútua -

Series No. 2.

Interrogatory no. 8.

Do Cuban (Spanish) sailors seek foreign service? if so, state what service generally and if it is discouraged by law?

Answered by the Admiral in these words in his own hand-writing.

"La marinería española no se inclina á navegar con estrangeros.

La Ley española lo prohibe y castiga.

Los siglos de guerra mantenidas por Españoles contra Cartagineses, Romanos y Arabes, y tantas y tan gloriosas tradiciones de victorias y derrotas, hacen característico en el español su estoicismo para todo.

Translation.

Spanish sailors are not inclined to sail with foreigners.

The Spanish law forbids & punishes it.

The centuries of war sustained by the Spaniard against Carthaginians, Romans & Arabs and the many & glorious traditions of victories & defeats, make it a characteristic in the Spaniard his stoicism for all.

Received with Consul Robert-
son's No 256 - Oct 31

Answers to Queries propounded in General Circular of Instructions to Consuls and Commercial Agents of the United States ~~by the Hon W L Marcy, Secretary of State~~ dated October. 8th 1853. ~~by William H. Robertson, Acting United States Consul at the City of Havana Island of Cuba.~~

Queries Series No 1.

1° Ship Building &c

The Spanish rule for ascertaining the Tonnage of a vessel is as follows, Length taken on the upper deck from the inside of the Stem to the inside of Stern post, Builders width taken at the place of the greatest breadth from outside to outside of timbers, Burden width taken at place of greatest width from inside to inside of Ceiling, depth of hold taken from the skin along side the Kelson to the upper side of the upper deck plank;* These admeasurments to be taken in Burgos feet, and capacity ascertained as follows, To three times the builders width add the length and divide the sum by 4. Multiply the quotient by the burden width, and the product by the depth of hold and divide by 70.19- the quotient expresses

* In Steamers the Space occupied by coal & machinery is deducted.

the tonnage, thus, calling length L. Builders Width B. Burden Width C. Depth of hold D.

$$\frac{1}{4}.(L. + 3B.) \times C. \times D.$$
$$70.19.$$

If the Vessel has a double deck, the hight between decks not exceeding Six feet add to the tonnage ascertained as above ten per Cent, if the hight between decks exceeds Six feet add fourteen per cent.

Ship builders use same rule,

American Custom House Measurement.

If the Vessel be double decker, take the length from the fore part of the Main Stem to the after part of the Stern post, above the upper deck, the breadth at the broadest part above the Main Wales half of which breadth shall be accounted the depth of Such Vessel, and then deduct from length three fifths of the breadth, Multiply the remainder by the breadth and the product by the depth, and divide this last product by 95. the quotient shall be deemed the Tonnage, If such Vessel be singled decked, take the depth from the under side of the deck plank to Ceiling in the hold, then Multiply and divide as before and the quotient shall

be deemed the tonnage,

By the American rule the single decked Vessels usually measure a little more, and the double decked Vessels a little less.

2.

Royal Pass-port for Mercantile Navigation. + + + + +

"Marine Department—

"I Isabel Second by the Grace of God "and the Constitution of the Monarchy of "Spain,

"In as much as I have conceded "permission to Captain —— —— of —— "that with this vessel, named —— of —— "Tonnage, he may Navigate and transact "Commercial business in all the Seas and "points of the globe.

Therefore I command "that being substantiated the right of "property of the Vessel, to said Captain —— "or other Spanish subject, that all Naval "officers, and all other persons to whom "it may concern, shall concur in facilitating "him in all that may be necessary with "regard to its armament as well as "with regard to the Crew of which he shall "form a list. He will be obliged to "take charge of its preservation and "respond for its defects, according

"to Marine regulations, he being permitted
" to Navigate and transact Commercial
"business under the established rules,
"
"I also Command the officers,
"Generals, or particular Commanders of
"Squadrons and Naval vessels to the
"Captain Generals of the Marine depart-
=ments and other Authorities of that
"department and all other officers
"or Clerks of the fleet to the Captains
"and Captain Generals of Provinces
"to the Political Governors, officers,
"Judges, and Justices of the Ports of
"these Dominions and all other Spanish
"subjects, to whom it may Concern, not
"to put any impediment in his way, or
"Cause him any trouble or detention what-
=ever; On the Contrary, to help and facil=
="itate all that is necessary for his regular
"Navigation and legitimate Commerce,
" And of the subjects of Kings, Princes,
"and Republics, friends and allies, of the
"Commanders, Governors, and Heads of Provinces
"Coasts, Squadrons, and Naval Vessels
"I request also that they may place
"no impediment in the way of his free
"navigation, entrance, sailing from or
"remaining in the Ports to which he may
"deliberately or accidently take his vessel,
" and that they may permit him to

"Carry on in those ports his legitimate
"Commerce, to supply his vessel, and
"provide himself with that which is
"necessary for the Continuation of the
"Voyage, for which end I have ordered
"this Pass port to be dispatched, Signed
"by me and Countersigned by the Se=
=cretary of the Navy, Will serve him
"for years,

"The Queen"

Secretary of the Navy.

3° To put a foreign Vessel under the Spanish flag she must measure four hundred tons or over, in which case a Memorial accompanied by the bill of Sale to a Spanish subject presented to the proper Marine authority, the Royal patent or pass (see answer to question Nº 2.) is obtained. The Spanish Government charge ten dollars per ton.

4°

Foreigners are not allowed to own Spanish built vessels in any trade, unless they become naturalized Spanish Citizens.

5°

Foreign built vessels can be owned by Spanish Citizens by changing the

Flag, in which case there is no distinction. The vessel however must measure four hundred tons or over.

6°

There was but one vessel built, of which the capacity was one hundred and twenty tons.

7°

For ribs or futtock timbers, Sabicu, Majagua, Moruro, and Mahogany, for Keels, Yaba, for the beams, Sabicu, Moruro, Jocuma, for top timbers, Mahogany, Sabicu, and Majagua, for Stern timbers, Cedar, for deck and bottom, Pine from the United States. These are all Native woods with the exception of the pine, and probably as good as any in the world for Ship building on account their durability.

This timber is bought in sizes to suit by Ship builders, but the prices do not correspond to the Measurment, the smaller timber selling for More in proportion on account of its having been got out of young trees, while the larger size of timber could not be sawed up to answer the same purpose with the same strength, timber of Nine inches square sells for one dollar and fifty Cents per yard * in length, of twelve inches square Two Dollars, and of eighteen inches

* Spanish yard - vara = 100 English Yards are 108 Spanish varas.

square, Four dollars, per yard in length.

8.° Pine from the United States, the duties on which are twenty nine and a half per cent, and one per cent on the product of the multiplication by 29½, on the valuation of twenty dollars per thousand.

9.° The fastenings are Copper, and cost forty cents per pound.

10.° Copper sheathing is used as it lasts much longer and when taken off can be sold for old Copper.

11.° There are no improved means used for the preservation of timber, it is simply seasoned.

12.° There are no extensive public depositories of ship timber.

13.° There are no extensive private depositories of Ship timber.

14.° Pitch and Oakum, obtained from the United States. Pitch three dollars and fifty cents per Barell of one hundred pounds

Oakum, four dollars per hundred pounds.

15°

Manilla and Hemp. Manilla $7.50 per 100 lbs. Hemp $12.— per 100 lbs.

16°

Made of Cotton, manufactured in the United States.

17°

No peculiarities, they are Schooner rigged.

18°

Common Anchors, from the United States, and England, Chain Cables, Common and Patent Blocks; they have nothing new, all these are of the ordinary kind.

19°

They use Common Rudders with Tiller.

20°

There are none but small vessels built here, they are well built for safety and Strength.

21°

They are not so fast as vessels in the United States of the same Class.

22°

They are well built for carrying freight

23°

From twenty to thirty years.

24°

They are natives or Spanish subjects.

25°

They are paid from four to five dollars per day and obtained from having served their time as Apprentices.

26°

There are no extensive private ship building yards, as vessels built here are of a small Class and used in the Coasting trade. At the Government Arsenal, a few large class vessels were built many years since, and they have all the conveniences for building large sized Vessels, but they cost much more than those built in Spain, from lumber exported from this Island. on account of the price of labor.

27°

There are no docks, either public or private, the general system is to repair vessels alongside of private Wharves.

28°

Foreign Vessels can use the wharves spoken of in the above if necessary.

29°

There is a Marine Rail Way in the Arsenal belonging to the Government Capable

of receiving a small Ship, or a large size Brig. Cost Two Hundred Thousand Dollars.

30°

The Vessels built here being of a small Class, the Stocks upon which they are built are of the most simple construction.

31°

They have no implements which are not used in the United States, their tools are Manufactured in the United States, England, and Spain.

32°

There are so few vessels built here, that there is no great demand for the use of Material, There are no more than one, two, or three small Coasting Vessels built here in Course of a year, and repairs are so expensive that it is only in cases of absolute necessity that vessels that vessels undertake repair and those only sufficient to enable them to reach some more favorable port, Therefore any large shipments would find a slow market.

33°

The ship timber of the Island, is equal if not superior to our Live Oak, the Means of transportation are not favorable to its shipment from this Consulate.

but from other Ports it is exported to the Mother Country, and also to England.

34°

The Schooners built here sell from four to six thousand Dollars, Making from forty to fifty dollars per ton,

35°

American Vessels can be sold if they Measure 400 tons or over, but there is no great demand, vessels that have sold here best have been small clippers, purchased for the African Slave trade; but by the new laws that trade has been very much Checked, and such vessels are not in demand now, It is only by accident that vessels are sold to good advantage here.

36°

From His Excellency the General of Marines, from the owners of Ship yards, from Merchants and of my own knowledge.

37°

There has been nothing published.

38°

Shipping is on the increase, slightly, on account of the increased productions of the Island, Ship building does not increase.

39°

There is no interest in favor of Ship building here, as it can be

More profitably carried on in other parts of the Spanish Dominions.

40th

The answers to the above queries must necessarily be very meagre, as there are no extensive Ship building yards in this Consulate, the vessels built here are small Classed Schooners, built for the Coasting trade, bringing the products of the Country near the Coast to the larger Sea ports. and sailed by Men who are not Navigators, and not styled Captains, in fact with the exception of the Compass, do not have Nautical Instruments on board &c.

Queries

~~Series~~ No. 2.

Sailors in Merchant Service &c

1°

The total number of Seamen of this port suffers great variations by the natural movement of the vessels, in their different voyages, only Spanish Sailors are shipped, because the shipment of foreigners is prohibited in the ordenanza of Matriculas, and for the same reason they are not shipped in the Coasting trade of the Island.

2° The Compliment of the Crew of a Spanish Vessel is one fifth more on an average than that of an American Vessel; in the Coasting traide the managers of the Schooners sail them for a stated amount for each trip, and pay all the expenses of the vessel, for which reason they use great economy in men; but they never attempt to leave port in bad weather. In Steam Ships, the Compliment of Crew is also in the same proportion, for duties of officers, see answer to question No. 5. of this same series.

3° For going in and out of port merely.

4° Not usually.

5° There is, the following is a translation from the "Codigo De Comercio." promulgated and Sanctioned on the "3a. of May 1829." it is that portion which refers to Seamen. Commencing at Article

634.

Captains.

The Captain of a Vessel must be a Native and resident of the dominions of Spain and a person able to Contract and fulfil his obligations. Foreigners cannot be Captains without having taken out letters of Naturalization and also given bonds equivilent to one half at least of the Value of the Vessel that they Command.

635.

In regard to the skill which a Captain is obliged to have in the Art of Navigation, his examination and other requisites necessary to exercise this function, it will be that prescribed by the ordinances in the licenses of seamen.

636.

The owner who undertakes to be Captain of his vessel, not having a Certificate of Captaincy according to regulations will be limited in his Command to the economy of the Vessel, making use of a Captain for Navigation Only authorized and approved by the Marine Authorities.

637.

The Captain who is a Native of Spain, will or will not be obliged to give bonds, according to the Contract with the ship owner; And if he exonerates him from giving bonds, they Cannot be required by another person.

638.

The Captain is the Commander in-Chief

of the vessel, whom all the Crew ought to obey, observing and complying with whatever he may Command for its service,-

639.

It devolves upon the Captain to propose to the owner the persons who shall compose the Crew, and the latter has the right to elect those persons; but he cannot oblige the Captain to receive among his Crew, any persons with whom he is not Contented and satisfied.

640.

With respect to the power which belongs to the Captain to impose correctional punishment against those who disturb the order of the ship, Commit faults of discipline, or neglect of duty he will observe the Marine Regulations which have heretofore been prescribed.

641.

In the absence of the owner or Consignee, the Captain is authorized to Contract for freight under the instructions which he may have received and evincing with the greatest solicitude and Care, the prosperity of the interests of the owner.

642.

The Captain will take upon himself the proper dispositions for Maintaining

the Ship, munitioned, stored, &c, purchasing that which he thinks absolutely necessary where Circumstances do not permit him to solicit instructions from the owner.

643.

In urgent cases during the voyage, the Captain may make repairs on the vessel, and procure supplies which are absolutely necessary for the Continuance of the voyage; Should he arrive at a port where there is a Consignee of the Vessel the Must act in accordance with him; beyond this Case he has no power or faculty to take the responsibility of works of reparation, nor any other expenses to furnish the vessel without the owner Consents to the work and approves of the estimate of the costs.

644.

When the Captain finds himself without funds belonging to the Ship or its proprietors, in order to defray expenses for repairs, or supplies which might be needed in case of distress he will apply for assistance to the Correspondents of the of the owner if he should find them in the same port, if not to those interested in the Cargo, and if by none of these Means he can provide the Necessary funds he is authorized to execute a Bottomry Bond,

upon the hull, Keel &c, with the previous
license of the Commercial tribunal of the
port where he finds himself, if in Spanish
dominions; if in a foreign County, the
Consul if there be one, if there is none
to the authority having jurisdiction in
Commercial affairs. If these means
fail he can sell enough of the Cargo
to defray the necessary expenses, selling
it with the same judicial authorization
and at public auction.

645.

After the Vessel is dispatched and
ready to sail, the Captain cannot be
detained for debts unless contracted
for effects for the same voyage; in
such Case he will be allowed to give
security, as provided in Article 604. Which
is that any person interested in the expedition
may give a sufficient security that
the Vessel will return to the port in
the time fixed in her papers, or if from
any accident she should not do so even
if it should be fortuitous that he will
satisfy the demand in all that is lawful.
This extends to the Crew,

646.

Captains are obliged to take formal
Notes of all that Concerns the admin=
=istration of the Vessel, and occurrences

of the Voyage, in three bound books, the pages, of which shall be numbered, the leaves, of which shall be signed by the Captain of the Port of the Register of their vessels.

In the first, which shall be called the Cargo Book, will be entered the receiving and discharging of the Cargo with which the Vessel is loaded, expressing the marks and Numbers, of the packages, names of Shippers and Consignees, Ports of loading and unloading, prices of freight &c;

In this same Book will also be put down the names, whereform and destination of all the passengers. The second will be called the account Book in which will be entered the accounts of the vessel, noting article for article of what the Captain receives, and the expenses of the vessel. Such as repairs, provisions, salaries, and other expenses which may be incurred of any kind whatever, putting down in the same Book the names, Sir-names and resi=-dences of all the Crew. their respective salaries the amounts they may receive on their accounts and orders which they may leave for their families. In the third, which shall be called the Log Book, shall be set down daily all the incidents of the Voyage, and the resolves agreed to by the officers upon the vessel or its Cargo.

647.

If during the Voyage, either a passenger or one of the Crew should die the Captain will take Care of all the papers which belonged to the deceased, Making a Correct inventory of all his effects with the assistence of two witnesses, who shall be passengers if there are any, if not individuals of the crew,

648.

Before loading the ship, the Captain and officers will make an examina-=tion with two ship Carpenters and Caulkers, and finding it secure to undertake the voyage, it will be entered in the Log Book, if on the Contrary, the voyage will be suspended until the necessary repairs are made.

649.

In no case will the Captain abandon the vessel in entering and going out of the ports and rivers, While he is on the Voyage he will remain away from the vessel over night only on urgent business which proceeds from his office and not on his own private affairs.

650.

The Captain who may arrive at a foreign port will present himself to the Consul

within twenty four hours, and give a
report of the name register, where from
and destination of his vessel, of the
Merchandize which Compose his Cargo,
and of the cause of his distress, and take
a Certificate from the Consul, showing
that he has done so, and the time of
his arival, and departure.

651.

When a Captain in distress makes
a port in Spanish dominions, he will
immediately after going on shore present
himself to the Captain of the Port, and
make known to him the cause of his
distress. The same authority finding
his statement true and sufficient will
give him a Certificate for his protection

652.

The Captain that has been ship-
-wrecked, and has saved himself
alone or with part of his Crew, will
present himself to the nearest authority
and give a sworn statement of the fact;
this will be Compared with the declaration
of the Crew or passengers who may have
been saved, and the original shall
be given to the Captain for his protec-
tion; if the declarations of the Crew
and passengers do not agree with
that of the Captain, The captains declaration

will have no weight, in both cases it is reserved for interested parties to prove to the Contrary.

653.

When the Ship Stores of a vessel shall have been Consumed before arriving at port, the Captain can with the consent of the rest of the officers oblige those that have provisions on their own account to deliver them for the use of all that are on board, paying for them at the time or at the latest at the first port where he arrives.

654.

The Captain Cannot carry in the vessel any Merchandize on his own account without the Consent of the owner, nor will he permit it to be done by any of the Crew without the same Consent.

655.

Neither can the Captain make any Contract public or private, with Ship=pers that is for his private benefit alone, but all that the vessel earns under any Circumstances shall go into the Common fund of the vessel.

656.

The Captain who sells a vessel or shares or thirds cannot on his own

account do any separate business.
Should he do so any profit arising
therefrom shall go into the Common
fund, and all losses shall be sustained
by himself.

657.

The Captain who contracts for a voyage
and fails to Comply whether it be that
he does not undertake the voyage, or
if it should be that he abandons the
vessel during the voyage, besides pay-
-ing all damages that may accrue to the
Shippers or owners he shall be deemed
disqualified from ever again taking the
Command of a vessel. He will only be
excusable on account of some physical
or Moral impediment which will not
allow him to fulfil his engagement

658.

The Captain is not permitted to sub-
-stitute another person to fulfil his duties
without the Consent of the owner, and
if he should do so he will remain respon-
-sible for the Conduct of his substitute;
And the owner may displace both,
requiring the indemnification for dam-
-age for which he has made himself
responsible according to the preceeding
Article.

659.

From all ports where the Captain loads his vessel, he must remet to the owner the exact account of the effects, names and residences of the shippers, freights and quantities taken by the lump; in Case he should not find means to give this advice from the port where he re= =ceives the Cargo he will do so at the first port where he has an op= =portunity.

660.

The Captain Will give punctual Notice of his arival at his destined port taking advantage of the first Mail or other quicker means if there are any.

661.

When by whatever accident the Captain loses all hope of being able to save the vessel, and thinks himself in a Case to abandon her, he will hear the opinion of all the officers, and it will be desided by the majority the Captain having the Casting Vote.

Being able to save himself in the boat he will endeavor to carry with him the most precious part of the Cargo, taking with him the Books of the vessel whenever there is a possibility of so doing: Of the effects thus

saved are lost before reaching a good port, he will not be responsible for them justifying himself in the first port where he may arrive, that the loss proceeded from an unavoidable and fortuitious Circumstance

662.

The Captain cannot raise Money on the vessel, or Mortgage her for his own private business. Being part owner, he may pledge his particular part, always that he has not previously raised Money on the whole of the vessel, and that there does not exist any kind of pledge or Mortgage on it, the policy of the Money which the Captain takes, being a partner in the aforesaid form will necessarily express what is his portion of the property so Mortgaged. In Case of Contravention of this Article it will devolve upon the Captain privately to pay the principal and costs, and the owner can put him out of his employment.

663.

As soon as the Vessel is Chartered the Captain must put her in a sailing Condition ready to receive the Cargo in the time agreed upon by the Shipper.

664.

The whole vessel being Chartered the Captain Cannot receive Cargo from any other person, without the Consent of the Shipper, and if he should do so the Shipper can oblige him to discharge it and demand any damages which he may have suffered

665.

The Captain will not permit a deck load without the Consent of the Shippers, the owner and the officers of the vessel, and it will be sufficient that any one party, (that is either the owners or all the officers, or all the shippers,) refuse their Consent although all the others approve, to prevent its execution.

666.

The Captain cannot contract for, or take more cargo than corresponds to his register, and if he should do either, he is responsible for the dam=ages that the shippers may suffer.

667.

It is the obligation of the Captain, to maintain himself and all his crew on board the vessel during the time of loading.

668.

Having Contracted for a Cargo

for a determined voyage, the Captain cannot refuse to take in the Cargo and make the voyage, unless pestilence, War or damage to his vessel should prevent his undertaking it.

669.

If by violence a Corsair should extract effects of the Vessel or Cargo, or if the Captain should be under the necessity of delivering them to him, he will note it on his book and make it known at the first port where he arrives. It is the duty of the Captain to resist the delivery or reduce it to the least possible quantity and quality of the effects that are demanded, by all the means which prudence will permit.

670.

The Captain who experiences a storm, or Considers that his cargo is damaged will make his protest at the first port (port) which he enters, within twenty four hours after his arrival, and also within the same time on his arrival at the port of destination; proceeding also to the justification of the acts, until he does so he cannot open his hatches.

671.

The Captain Cannot raise money on the Cargo, and if he should do so the

Contract will be null and void.

672.

As soon as the Captain arrives at the destined port and obtains the necessary permits from the officers of the Navy and Royal Custom House, he will deliver his Cargo to the respective Consignees, without defaulcation, under his own responsibility and that of the vessel and her freights.

673.

Any augmentation which the Cargo may have while remaining in the Vessel, belongs to the owner of the Cargo.

674.

When in absence of the Consignee, no one should present themselves duly authorized to receive the bills of lading and the Captain is ignorant as to whom to deliver ~~them~~ the Cargo, he will place ~~them~~ it at the disposition of the "Commercial Tribunal," if there be none he will deliver it to the local judicial authorities that may provide for its conservation and safety.

675.

The Captain will keep a formal statement of the goods he delivers, With their marks and numbers expressing the quantity, what they

Weigh or measure, and will enter it on the Cargo Book.

676.

The Captain shall be Civilly responsible for all damages that may occur to the Vessel or Cargo, on account of unskillfulness or negligence on his part. If these damages should proceed from fraud or deceit upon his part he will be Criminally prosecuted under the laws made and provided in such Cases.

677.

The Captain who has been condemned for having acted fraudulently in his Capacity shall not be allowed to obtain any employment in any vessel,

678.

No excuse will be admitted from a Captain for having taken a wrong course without just cause, Contrary to the opinion of the officers of the vessel with the assistance of the Supercargo or shippers that May be on board.

679.

The Captain is civilly responsible for the thefts that may be committed by the Crew of the vessel, taking care that the offenders do not Commit a repetition, and also he is responsible for the losses, fines,

and confiscations, which may occur in Contravention to the laws and regulations of Custom Houses, and of the Police of the ports, and for the disturbances which may take place in the vessel, or faults that the Crew may Commit in the service of the same, if he does not prove that he used in time the whole extent of his authority to prevent and Correct them.

680.

The Captain will also be responsible for damages which may result from the inobservance of Articles, 642, 648. 649, 654, 665, and 667.

681.

The responsibility of the Captain, Concerning the Cargo is from the time of the delivery at the Waters side, or at the wharf of the port where he loads until he places it at the waters side or wharf of the port where he discharges, if no other express Contract is Made, or if it is not left to the Shippers to deliver the Cargo on board or receive it in the same way.

682.

The Captain is not responsible for

the damages which may happen to the Ship or Cargo by any fortuitious Cir=
=cumstances beyond his Control.

683.

No Captain, can enter voluntarily into any port distinct from that of his destination except in the following Cases, 1st Scarcity of provisions, 2d Well founded fear of enemy or pirates, 3d any accident which may happen to the vessel which incapacitates her from continuing the voyage. If he thinks any of these motives ought to oblige him to put into port, he will call a meeting of of the officers, a majority of whom shall decide the same, a statement of which shall be duly entered in the Log Book, of which individual mention shall be made, and signed by all the officers; the Captain has the casting vote, and interested parties in the Cargo who happen to be present will assist at the discussions and take part in the proceedings but shall not be allowed to vote, they will make the protests Convenient for their interests which will also be literally inserted in the Log Book. If the Captain does not comply with the preceeding rules, or if the putting into port was on account of

negligence or unskilfulness he will be responsible for the costs and damages which it may cause to owners and shippers

684.

The Captain who procures money, on the keel and hull of the vessel, that pledges or sells Merchandize or provisions beyond the Cases and formalities here=-tofore prescribed, and he who commits frauds in his accounts besides returning the quantity defrauded, will be punished as a Criminal.

685.

Captains besides Complying with the obligations prescribed in this Code, will Comply with the Marine and Custom House Regulations.

686.

The liabilities which Captains may incur for the repairs of the vessels and provisioning the same, fall upon the owners, and the former are not respon=-sible unless they make themselves personally ~~responsible~~, or give a note of hand or bill of exchange in their own name,

687.

Of the officers & Crew of Vessels.

No one can be a Mate, Second Mate,

or officer of a Merchant Vessel, under any name whatever without having obtained the authorization prescribed in the Marine Regulations, and any Contract made by the owner or Captain for officers, with a person who lacks the proper authorization will be null and void with respect to both parties.

688.

Among persons who have the proper authorization to exercise the functions Mentioned in the preceeding Article, the owner will select whom he chooses without any authority being able to oblige him to take a particular person, Saving that which is provided in Article 639, with respect to the intervention which the Captain ought to have in this respect.

689.

In Case of death, absence or sickness of the Captain, the Command and Government of the vessel, falls upon the Mate, until the owner provides another person, and will have the same responsibilities and obligations as the Captain in the fulfilment of his duties.

690.

The Mate should be provided with charts and the necessary instruments to discharge

his duty, and is responsible for accidents which may take place on account of negligence in this respect

691.

To Change the Course of a vessel the Mate must Act in accordance with the Captain, and if the latter should refuse to take the proper Course to make good the voyage, the Mate will make the proper observations in the presence of the rest of the officers; and in case the Captain still persists, he will enter his protest in the Log Book, without failing to obey the Captain on whom will fall all the responsibility of the result.

692.

Mates will have for their own private use a book in which they will enter daily the declination of Sun, courses, distances, Latitude and Longitude in which they judge themselves to be, the encounters with other vessels, and all useful particulars which they may observe during the voyage.

693.

If by the unskilfulness and negligence of the Mate the vessel gets aground or wrecked, he is answerable for all damages to the vessel and Cargo. If

the evil proceeds from fraud on his part he will be Criminally prosecuted and punished according to law, and will remain forever incapable of holding the office in any other vessel, the particular responsibility of the Mate does not exclude that of the Captain in similar Cases, according to Article 676.

694.

The Second Mate succeeds the Captain and Mate in the Command and responsibility of the vessel.

695.

It is the duty of the Second Mate to take Care of the apparatus of the Vessel, and propose to the Captain the repairs which he thinks necessary

696.

It also devolves upon the Second Mate, to arrange in good order the Cargo, to have the vessel in proper Sailing Condition and Maintain order discipline and good service among the Crew, asking of the Captain the orders and instructions which he deems most proper and giving a prompt and punctual report of any occurrence in which the intervention of his authority is necessary; in accordance with instruction he will

detail each Sailor to his proper work and see that he performs the same.

697.

When a Vessel is disarmed the second Mate will take Charge of all the ap=
=paratus and Stores, taking Care of their preservation and safe keeping, unless by an order from the owner he is relieved from this Charge:

698.

In regard to the Capability which those ought to have who compose the Crew of Merchant Vessels, it must be in accordance with the Marine Regulations.

699.

The Contract between the Captain and the Crew, should be written in the ac=
=count book, and signed by those who are able to do so; those who cannot, Can authorize another to sign for them. This Book having all the requisites provided for in Article 646. and showing no appearance of its having been altered in its different parts, will have entire Confidence in any differences which may arise between the Captain and the Crew in regard to the Contracts Contained in it, and

the amounts paid to their accounts; each individual of the Crew can demand of the Captain, a Copy signed by himself of the Contract entered in the book,

700.

A Seaman engaged for the service of ~~of the~~ a vessel cannot withdraw from his duty nor fail to Comply with it unless some legitimate impedi=iment should prevent him.

701.

If a Seaman who is engaged in one Vessel should agree with another, the Contract would be void, and it is optional with the Captain either to oblige him to lend the service for which he agreed, or to find a substitute at his expense; besides he will loose all Wages due him from the Vessel where he first engaged and be liable to the penalties which the Marine authority might Condemn him. The Captain who engaged him in the second instance will incur a fine of fifty dollars if he knew that he was fulfilling another Contract.

702.

To pass a Seaman from the service of one vessel to another without legal disturbance he will obtain a written

permission from the Captain of the vessel where he was serving:

703.

The time not being determined for which the seaman is engaged it will be understood that he is compromised for the voyage going and coming, until the vessel returns to the port of his enrollment.

704.

The seaman cannot be discharged without just cause during the time of his Contract; it will be just cause to discharge him, as follows Viz: The perpetration of any crime which disturbs the order of the vessel, or the re-Commitment of faults of insubordination, and against discip=-line, or failing to accomplish the labor which Corresponds to him; habitual Drunkness, whatever oc=-currence which may incapacitate him from doing his duty.

705.

If the Captain arbitrarily refuses to take on board the seamen whom he has engaged, he will pay him his wages the same as if he had served, and during this indemni=-fication he is not obliged to take

him that is if he leaves him on shore before Commencing the Voyage. This indemnification will Come out of the funds of the vessel, if the Captain proceeds from motives of prudence and founded in interest for the security of the vessel; if it is not so the indemnification will be paid by the Captain individually.

706.

After Commencing a voyage and until it is Concluded the Captain cannot abandon either at sea or on land, a seaman belonging to his Crew, unless as a Criminal he delivers him to the proper Authorities in the Cases which are provided for in the Marine Regulations

707.

If the Crew are engaged, and the owner declines to make the voyage he will indemnify the Crew by paying each of them a Months wages in addition to the Wages due them for any services which they may have rendered. In case that the Crew are engaged for the voyage and not by the Month, they shall receive a Monthly pay and board Corresponding to a Calculation as to the length of the projected voyage; this Calculation will be made

by two persons selected by the parties or decided by a tribunal if they should fail to agree, . When th intended voyage is Calculated not to reach one Month the indemnification will be reduced to fifteen days salary, out of which will be deducted any advance which May have been made:

708.

If after the Vessel has gone to sea, the voyage is declined, the men who engaged for the voyage shall be paid the same as if the voyage had been made and those engaged by the Month will be paid for the time they have served, and also that which is necessary to take them to the place where the voyage was to terminate; it is also the duty of the Captain or owner to provide Con= =veyance for the same.

709.

When the owner gives a different destina= =tion to the vessel from that determined when the agreement was made with the Crew, and the individuals of the same refuse to Conform to the variation, he will not be obliged to pay them for more than the time which has transpired since their agreement. but if they agree to make the voyage newly determined upon

by the owner, and a greater distance or other Circumstances give place to a claim for augmentation of salary it may be amicably arranged or by arbitration in Case of dissent.

710.

The rules prescribed in the preceding Article will also be observed when the revocation or variation of the voyage is Caused by the Shippers, the owner having a right to Claim of them a just indemnification.

711.

The voyage of the Vessel being revoked from just cause independent of the will of the owner and shippers, the right of the Crew to Claim any indemnification Ceases, only being able to claim their salaries up to the day that voyage is revoked, always that the vessel is yet in port.

712.

These are just Causes for the revocation of the voyage; 1st The declaration of war, or interdiction of Commerce by the power for whose territory the vessel was bound, 2d. A State of blockade of the destined port or its visitation by pestilence 3d. The prohibition to receive in the same port the Articles which compose the Cargo.

4th The detention or embargo of the vessel by order of the Government, or any other cause independent of the will of the owner, 5th Any accident to the vessel which incapacitates her for navigation.

713.

If either of the three first cases refered to in the preceeding article should occur after the voyage is commenced the seamen will be paid in the port where the Captain thinks most beneficial for the vessel and Cargo to arrive, according to the time they have served, and the Contract will be considered settled; but if the vessel has still to continue navigation, they may mutually agree to sewe the time for which they were engaged. In the 4th Case refered to in the preceeding Article the crew will be on half pay if engaged by the Month, and if the detention or embargo should exceed three Months the Contract is fulfilled with no right to indemnification. Those engaged by the voyage should fulfil their Contract. In the 5th Case the Crew have no other right with respect to the owner than to Claim their salaries already due, but if the incapacity of the ship, should proceed from deceit or fraud on the part of the Captain or Mate the responsibility

for the damages will be upon the Culpable person.

714.

If for the benefit of the vessel or Cargo the voyage is extended to parts more distant than those agreed upon by the Crew, they will receive an increase of salary in proportion; if on the Contrary for the same reasons the voyage is shortened there can be no reduction made in salaries.

715

The Crew sailing on shares have no right to any other indemnification in case of revocation detention, or extension of the voyage, than the proportional part which corresponds to them in the account of the Common earnings rendered by responsible persons.

716.

The vessel being entirely lost either by ship-wreck or capture the Crew have no right to Claim salary neither has the owner a right to reclaim any advancements which he may have made. If any part of the vessel is saved, there will be sufficient sold to pay the salaries of the Crew, and if they have only saved a part of the Cargo, the Crew have a claim on the freights of the same

in both cases it will be understood that the Captain is entitled to that part in the distribution which corresponds to his salary.

717.

The Seamen who sail on shares will have no claim on the remains of a vessel which are saved but on the freight on that part of the Cargo which is saved. In Case they have worked to save portions of the vessel which is ship-wrecked, they will be paid on the value of what they have saved in proportion to their exertions, and risks which they have run in saving the same.

718.

The salary of a seaman does not cease during the voyage if taken sick, unless the infirmity emanated from his own culpability. In any Case he will be aided from the Common funds of the vessel to assistance and Curation, he being obliged to refund the same from his salary, this not being sufficient with his means.

719.

When the affliction or disease proceeds from a wound received in the service of the vessel, the Seaman will be

assisted and cured at the expense of all those interested in the profits of the same, deducting from the freights before all other things the expenses of the assistance and Curation.

720.

If the Seaman dies during the voyage his heirs will be paid the salary which Corresponds to the time which he had embarked, if the agreement had been made by the Month, if the agreement had been made for the voyage or by the run, it will be Considered that he had gained the half of the amount agreed upon if he died during the outward trip, and the whole if during the home one, When the Seaman has shipped on shares all that Corresponds to his share will be paid to his heirs, if he died after Commencing the voyage, but they have no claim whatever if he died before Commencing the voyage.

721.

Whatever may have been the agreement of the Seaman who died in the defence of the ship he will be considered alive as regards salaries and participation in the benefits which Correspond to others of his Class, when the voyage is Completed, In the same manner

the seaman who was made a prisoner in the defence of the ship, will be Con=
=sidered present to enjoy all the benefits;
but if by negligence or any accident
not having relation to the ship he is
made a prisoner he will receive only
the salary due him to the day of his
Capture.

722.

The Vessel apparatus and freight
money are responsible for wages due to
the Seamen who are hired either by the Month
or by the run."

6°

There are two private Marine Hospitals,
as referred to in answer to question No.
15. Series No. 8, And there is also a
Government Hospital (San Juan de Dios.)
where persons without Means are admitted
free of expense. But for Seamen per=
=manently disabled there is no provision,

7°

There are no Shipping Masters, Sailors
are shipped by Masters of vessels by private
Contract made between the parties them=
=selves, and legalized by the Comandante
de Matriculas.

8°

They do seek foreign service generally,
but it is entirely forbidden by Law.

Foreign Vessels in actual distress often
may sometimes obtain special permission
from the Marine Authority to ship Spanish
Sailors.

9°

They are not usually.

10°

There are no stipulated rations and
allowances. Their provisions differ but
little from the kind furnished in our
Merchant Service, such as salt beef,
Salt pork, Beans, Peas, Potatoes & other
Vegetables. Biscuit, Coffee and an
allowance of Rum, or in Sailing from
Wine Countries Wine. It is customary
to give rations of Rum or Wine, For of-
fences for which wages are forfeited,
how paid &c, See Answer to question
N°5 of this same Series.

11°

All Spanish Vessels are obliged
by law to Carry a Medicine Chest,
for which the Captain is responsible.
There is no provision made for out fit of
Clothing; Advances are sometimes paid
as the parties may agree.

12°

There is provision made by law that
they shall be returned to the place from
which they Sailed at the expense of the

Vessel, see answer to question Nº 5 of this same series, Articles ~~4º~~ 70 6º & 708.

13º

The Captain of a Merchant Vessel cannot punish a Sailor for any Crime or fault Committed, but he may imprison and deliver him to the Naval Authorities, to be punished as they may decide.

14º

The number of Sailors is slightly on the increase on account of the increase of shipping and the facility of furnishing Sailors from the Boat men and Fishermen. Most of Spanish sailors proceed from Old Spain.

15º Sailors are usually obtained from the Sea-port towns, Spanish Boys employed in the fisheries and Coasting are subject to be compelled to serve in the Navy for a term of years. There is an Apprenticeship for the education of officers in the Merchant Service; Pilots are a distinct Class from Seamen, they have no apprenticeship, and receive the practical education which fits them for their business by long Service as Boat Men, or as Managers of the little Coasting Schooners of the Island, and also as Seamen on board of Men of War, and usually receive their situation as a reward for good service.

~~From Spanish Merchant Vessels~~

16° The Wages paid in the Naval Service are very low, they are, Nine, Seven and four dollars per Month, out of which they are obliged to provide themselves with pro-=vision and Clothing. The inducements are impressment for a term of years,

17° They are exempt from Civil duties, and the taxes of this Island are all indirect they are liable to impressment in the Naval Service.

18° They are.

19° Foreign Sailors Cannot enter into the Spanish Service.

20° For intelligence, activity and skill they are decidedly inferior, but the officers are well skilled in the Science of Navigation, and on account of the Strictness of their laws remarkably prudent

21° Spanish Sailors pursue the same theory of Navigation as Navigators of the U.S. England & France, generally. Their Books of instruction are Many of them translations from the English. Papils in learning Study "Course of elementary Marine Studies, Written by orda of His Majesty, by Don Gabriel Ciscar in 2 Vols. They use same Instruments as other Navigators procured from the United States England and France.

22.°

From the General of Mariners, and Merchants of the City, and from my own Knowledge

23.°

There has been nothing new published upon the Subject.

Series No. 3.

Shipping, Navigation Tonnage &c.

1.° ———

2.° ———

3.° ———

4.°

Number of Vessels entered 756.
aggregate tonnage 308.721.

5.° ———

6°. Number of Spanish Vessels of this Consulate of more than twenty tons 270. and of less than fifty tons 33. proportion eight to one:

7°.

The Chief foreign trade of Spanish Vessels, is from the North of Europe, & France & Italy Dry goods, Hardware, Coal, Cutlery, Instruments and Machinery and some provisions, but the latter Comes Mostly from Spain, Liquors of various kinds &c;

Return trips, Sugar, Tobacco & Coffee, to Europe, or Tobacco, Coffee, and light freights, or in ballast to New Orleans or Mobile, taking Cotton or other freights to Europe. Times of voyages to North of Europe from Fifty to Twenty & eighty days.

8°.

The Coasting trade is bringing the products of the Island near the small ports which are not ports of entry to the larger Sea-ports to find a Market, and also to Carry — Provisions, Machinery &c to the Country

9°.

There is no internal trade.

10°.

Foreign Vessels are allowed to par=ticipate in any but Coasting trade. but the tonnage duty and duties

upon goods imported are much more than in Spanish vessels.

11.°

The tonnage duties, on Domestic Vessels are Sixty-two and a half Cents per ton, & balance of 1% —
while upon foreign vessels they are one dollar and fifty cents, & balance of 1% — Interpreters fee two dollars, translation of Manifest four dollars, Light duties, foreign Vessels pay six and a ~~half~~ quarter Cents per ton, Spanish Vessels three and one eighth Cents per ton; besides goods entered from foreign vessels pay about ten per cent more duty than from domestic or Spanish Vessels.

12.°

The Captain of the Ports fees are three dollars on entering and three dollars on leaving port, Health Visit three cents per ton, Interpreter's fee two dollars, translation of Manifest four dollars, Governors fee for sig= =nature of the Horo pass, two dollars, Light Six and a quarter Cents per ton, Tonnage duty, One dollar and fifty Cents per ton, and the balance of one per cent upon the result of the Multi= =plication of the tons by 1.50, from this Charge are exempt Vessels that come and leave in ballast, Vessels with Cargo that do not discharge or take

in any thing. Mail Steamers recognized as such are permitted to carry three tons of Cargo without paying tonnage duties; Vessels entering ports of the Island with Mineral Coal in equal or greater quantities than the Number of tons per Register. pay only fifty Cents per ton, for tonnage duty even if they bring other Merchandize, they are also exempt from all other local charges, except the Captain of the Port's fees. Such as bring Coal Solely in less quantity than tonnage Measurment, pay fifty Cents per ton, upon the portion occupied by Coal and the re=-mainder is subject to regular tonnage duty but these vessels are allowed the exemption from all other charges except the Captain's of the Ports fees. Vessels having on board besides Coal in less quanty than their Measurment, other Cargo are in the same Case as respect tonnage dues, but subject to all other port Charges; such Vessels as after being discharged shall give a result of 20% less than the quantity manifested and Certified to by the Consul lose the right to any exemption. Vessels that take away full Cargoes of Molasses, their tonnage dues (paid) are returned on evidence being produced to the Collector of the Port of the Vessels having sailed with a full Cargo of Molasses. Mud Machine dues

21⅛ cents. per ton, & 1% balance. Wharfage dues 1¼ cent per ton daily, Charged in the following Manner, for every day including Sundays that the vessel lays at Government Wharf including the day she hauled in if before Sun set the day she hauled out if after Sun rise, Stage hire, Seventy five cents per day. Custom House charges of en= =trance and Clearance, this charge is Variable, Custom House Visit of entry $5.50. outer visit $5.50. Visit of Clearance $5.50 Annotation fee $2.- Extract of Manifest for the Revenue Guard, according to the Manifest— incidental fees from $4. to $6.- Registe dues $5.50 for each daily return of Cargo discharged more or less and $8.25 for Stamp paper for outward register, and formation of Register of out= -ward Cargo, Vessels going from one port to another of the Island, Carry a Sea= -letter or document of introduction to the Custom House of the other port, Cost $4.25, Bill of Health, If a vessel be of more than 150 tons the Charge is $6.— if less $4.- Consuls fees for authen= =ticating the same 2%. Consuls fees, the various Governments allow different rates United States Consul by the last act of Congress Charges 1/2 d per ton for

deposit and delivery of Ship's papers.
Register Measurement.
Pilotage. It is optional for the Vessel to take a Pilot unless she goes into the inner harbor beyond the shoals, in which Case the charge is $10.- Coming in as far as the inner harbor, $10.- for going out and $10. from any part of the outer harbor into the inner. There are also Certain re=movals from one spot to another Costing $5. if a Pilot is taken:
Stamp Paper. Business transactions at the Custom House are all done in writing and pretty much all upon stamp paper, mostly at 50¢. per sheet, excepting that for outward Register, Called papel de ibustres, costing $8.- per sheet. Vessels that go to out ports to load have to pay Anchorage and other small fees averaging some $16.- & $16.- each.
13°

Pilots are licensed and can be generally relied upon. It is optional for a vessel to take a Pilot unless she goes into the inner harbor, in which case the charge is $10.- and the same for going out.
14°

Vessels quarantined incur the expense of Pilotage, the quarantine ground being in the inner harbour, Health Visit $2.- and $1.- for every day that she is quarantined; should

she have goods requiring fumigation the
opperation is done on board the Lazareto
ship. and $5 ct are exacted for each
package of whatever size, that is every
package that enters the Lazareto. All
Vessels Must bring a bill of health duly
Authenticated by the Spanish Consul if
Coming from a foreign port, under the penalty
of being sent to the quarantine for seven days;
the Spanish Consuls fee of authentication
is $2.-

15°. Here are two Marine Hospitals,
both private and it is customary for foreign
Vessels to make a Contract immediately upon
Coming into port, paying from $3. to $5— per
head for all the Crew of the vessel, whether
she remains a long or a short time.
In Case of sickness the invalid is taken
to the Hospital and receives all necessary
Medical assistance and care without
further Charge. But in Case this Contract
is not made the Charge is $2 per day for
Sailors $3— for Mates, and $4— for Captains

16°. Answered fully in the above

17°. Vessels which discharge at Wharf
discharge over the bows, Wharfage
1/4 Cents per ton daily, the day is

estimated as follows. 10.000 Bricks or Tiles, 1000 Quintals of Logwood, 20 tons Coal. 20,000 feet of Lumber, 500 hogsheads shooks 600. Sugar Box Shooks, 60 Bales of Cotton, 10.000 Hoop poles, fractions of more than one half day are Counted a day. Vessels that load in the harbo have not to pay Wharfage dues while loading.

18.°

The passenger who intends to remain permanently, must bring a pass-port signed by the Spanish Consul from the port from which he sails, in default of which he will be fined $10.– and the vessel $25.– He will also be made a prisoner, if he does not present bonds to the satisfaction of the Police of his good Character; he may then obtain a pass port by presenting a Memorial to the highest Authority. The passenger who is in transit need not bring a pass port from the port from which he sailed, and may obtain a landing permit at $1.– expense. He who comes to remain pays $2.– and $2.– to the Consul of the port from which he sailed, the baggage passes through the Custom House for inspection by the officers who are very gentlemanly in performing

this duty.

19°

The Charges for Storeage in the Custom House are 1/- and can remain one year. The fixed price for drayage to any part of the City within the Wall is 2s 6d per load of one half ton weight, if not too bulkey

20°

The small Coasting Steamers have been built Mostly in the United State, they have beam Engines and average about 150 horse power. The Engines were not bought separately.

The larger Class of Steamers have all been built in England and have Penn's Oscillating Engines and average about 500 horse power. Some have propellers and others have paddle Wheels.

21°

Bituminous Coal, obtained from England, Costs about 17/- per Ton - quality not the best.

22°

Increasing slightly on account of the increased productions of the Island.

23°

The Navigation and Commerce with this port, shews a small increase annually,

Checked however by the extraordinary increase under the Spanish flag.

24th

The only legitimate means that I can Conceive of promoting the navigation and Commerce between the two Countries, is by a liberal treaty of Commerce.

25th

The produce of the Island, the only articles shipped from here to the United States, Comprise Sugar, Molasses, Coffee, Tobacco and Segars & fruit. most of it shipped under orders from the United States, I know of no Article that could be shipped to a greater extent.

26th

I know of no article that can be shipped advantageously from the United States, under the present rate of duties, and Commercial restrictions, except by accident - such as an article arriving here when it is very scarce.

27th -

There is seldom Merchandize imported from foreign Countries under the American Flag. The shipments of produce to Europe are made to a great extent in American Vessels. There is no domestic trade in which American Vessels can participate. Foreign Merchandize arriving in Spanish bottoms

pays 10 % less duties. The trade with South America bringing Jerk Beef is confined exclusively to the Spanish flag. The amount of tonnage employed in this branch alone cannot be less than 50.000 annually. These difficulties cannot be overcome except by treaty as before observed.

28°

In this particular the Spanish Vessels are poorly provided, they seldom have more than two boats, one very small for use of Captain and a Launch. There is a very heavy duty upon American boats, and they would not sell profitably.

29°

There are several Coasting Steamers There is one line from Havana to ~~St~~ Iago de Cuba, one to Cardenas, one to Matanzas, but none of these although fast Steamers Carry the Mail. There is a line of Steamers recently established from the Havana to Vigo in Spain, the line is owned by a Company, and the Steamers are new- recently arrived from England, they have Penn's Os-=cillating Engines, and are propellers- built of iron and after the Most approved Modern Style :/-

30°

Vessels are insured by Policy, signed by a President and Secretary as in the U. S. - There are no Insurance Brokers, and therefore the parties interested effect their insurance with the President themselves. If a vessel is lost the Insurers require protest of Captain and other papers proving the loss, and it is paid in thirty days after proof. Spanish offices never insure freight and on Vessels hull &c, only pay total loss. Without it is otherwise expressed. The rates of Insurance depend upon the voyage and Character of the Vessel, but are gen=erally higher than in the U. S. The prin=cipal Insurance offices here are Branches of Insurance offices in Spain, and governed by an Agent and directors chosen ~~by the~~ from Merchants here, except the old established Havana Marines Insurance Company -

31°

They are allowed to be armed in time of War, and are considered privateers or Merchant Men at the disposition of those who own them, the prizes are disposed of by the Naval tribunal,

32°

From the General of Marines, and Merchants and of My own Knowledge

33°

There has been nothing published

No Merchant Vessels are permitted to Come in or go out of port from Sun set until sun rise.

In regard to the tables every exertion has been made to fill them agreeable to the form proposed, but it can only be done through the Records of the public offices the access to which has been denied me; therefore the impossibility of giving you the required information.

Appendix.

The System of trade in this place is peculiar — a System of Monopoly without being a licensed Monopoly, but by a Combination of Capital, particularly on almost all Articles from the U. S. such as Beef, Pork, Butter, Cheese, Lard, &c; I do not allude to Flour, because the Article is seldom imported in Consequence of the excessive duties $10.50 pr Bbl. With all Articles of the provision Kind, there is never but one buyer, never but one bidder. No outsider dare interfere; when the purchase is made it is divided according to the

Several Wants,—hence the great loss in Most of the Articles Coming from the United States, unless the article arrives during a period of great scarcity; but if they Meet an ordinary stock they are left to the Mercy of this Combination or of the one individual who represents the Combination. In many instances the articles are perishable, which it would be impossible to store, and if they were not the Charge of labor and storeage are so high that it would be a loss under any Circumstances. In Dry goods, and the general imports from Europe, this Combination does not exist, it is More Confined to Articles of Necessity; these are Articles and of Course sold on the Wharf not by the Merchant or Consignee himself but by his Wharf Clerk, the Merchant himself seldom or never sees the article and perhaps knows not the Market value; The transaction is left to this Wharf Clerk, who is frequently in connection with this Combination.

Instances have occurred of these Clerks upon a Salary of $1200. per Annum retiring in a few years with from 100 to 150 thousand

dollars, There are perhaps twenty or twenty five of these honest men employed on the Wharf, the representatives of the leading houses as Commission Merchants; You May therefore judge to what an extent American shipp- pers to this place are swindled. The whole System is a System of plunder, and so engrafted that it would be difficult to alter. When Articles are imported not specified in the tariff they are vauled by Military officers who perhaps have never heard of the Article; a value is put down in some instances of four times its Cost, so that the Duties alone are frequently from 100 to 150 per Cent on the Actual Cost. It is a singular fact in Connection with this, that there is but one or two Americans engaged in trade or Commerce here, Charles Tyng, Esqr. May be considered one in the light of a Ship Agent — Burnham & Co. is an old Spanish House, Mr Burnham himself, has been so long here that he has in Measure lost his identity as An American, these two individuals are the only Americans engaged in Commerce, and the same applies to Mechanics, except

Engineers on plantations and Rail Roads,
Who possess Capacity which they cannot
find among their own Country-men, and
therefore are forced to employ them;
The Causes of this exclusion is apparent
to any one of observation who has lived
here for any length of time

Merchants and traders are
all licensed, (Matriculado.) also in all
trades — take for instance a Baker,
he first takes a license to Bake, and then
takes a license to built an Oven, he must
then take a license for his Cart and
also License for the Driver, and if he
goes beyond his district must have a license
to do so. all of which Charges for
licenses are enormous; before he Com=
=mences baking he Must Call a
Board of licensed Engineers, to
see if he has Complied with all
the laws and regulations governing
such a trade, he is bound also to
take two Spanish Apprentices to learn
them the trade. A similar System
applies to all trades. Butchers
after all their licenses are procured
pay so much per head on each Animal
Slaughtered, beef $4- hogs $3- & Sheep
$3- :/

Brokers, both produce and exchange are also licensed, for which they pay $2.000. each, and the same with the Notaries public,— the latter seems to be an inheritance; in case of death the eldest son takes his place on the payment of $2.000— there are some families I understand who have paid to the Government as much as $10.000.

There is a Nautical free School here where any one can send their Children to learn Navigation, and after the Student has pursued his Studies, and passed an Examination with his Certificate there of any Spanish Vessel is bound to receive him

Wm L Wharton

with Dispatch No 256
Answers to
Circular of the
Department of
State - 8th Oct 1853
No 1

Date - none -

P. 30 Dec
No 13 Nov No. 263.

Mr. Abbot

Consulate of the United States
Havana October 20th 1855.

Hon: William L. Marcy
Secretary of State
of the United States
Washington.

Sir.

In further reviewing the revised Instructions to Consuls &c, I have carefully studied Chapter 4th, and referring to Sections 53 & 55, I find myself under the necessity of frankly stating that it will be most difficult for the Consul in this place to fulfill the duties enjoined by them. Independently of the many other duties requiring his immediate personal attention, the utter impossibility of obtaining from any reliable sources, much of the information desired by the Government, will prevent him from collecting the same in a manner that may be deemed even tolerably satisfactory. The Consul is required to state in his quarterly Returns the description, quantity, value, and places of production or manufacture of all articles imported and exported in American vessels - all that he will have it in his power to say will be

Impossibility to comply wholly the Chapter 4th. Secs 53. & 55

the description and quantity by each vessel, and to effect this he will have to rely almost entirely upon the publications of the Custom House. these, from a cause that will not escape your penetration, cannot in all cases be depended on. As to the places of production or manufacture of imports, all he may say is where these came from, in most cases, and as to exports, with the exception of the staples of the Island, and cigars, no reliance could be placed upon any information he might collect relating to them. and in respect to the value of both imports and exports, it could not be obtained, but in a few exceptional cases. Cargoes that come here are generally assorted, sometimes to 20 or 30 consignees, and to each one of these, perhaps half a dozen different articles. the value thereof could not be ascertained without going to the various consignees and asking them to exhibit their Invoices, which most of them, I am quite certain, would peremptorily refuse to do.

Turning to Chapt. 9th Sec: 124 to 126 inclusive. To comply faithfully with the requirements of these sections

a very considerable part of the Consul's time will be taken up in the business season, unless with additional assistance which he will not be able to afford out of his small salary. I had entertained the hope, previous to receiving the revised instructions that the Notarial and clerical fees which would come to the Consul might in a measure permit him to employ if it were only a junior clerk, but I am disappointed, for the rates now fixed are such as will hardly pay for the time a man must be occupied in counting the words of any document. I have now before me the copy of a Protest just made containing 1900 words for which I shall get, independent of the 2/ for the Cer=tificate going to the Treasury, £1.90 cts for writing the copy and counting the words in it.

Impracticability of complying with Section 124 to 126 of Instructions without additional assistance

Present rates of fees for clerical & notarial services too low.

I will however, and in spite of the many difficulties that I must labor under, use my best exertions to give satisfaction to the Department. My report at the end of the quarter, if I be still in charge of the Consulate, will show how far I shall have been able to comply with the instructions.

Assurance to do the best for carrying out the instructions

No Americans to be procured in Havana that are willing, or capable to be employed in office.

I have alluded in a former despatch and in another part of this to encreased assistance in this office. this will be indispensable and to a considerable extent, and as none but Americans are to be employed, in looking around me, I find there is not a single American here that could be procured, or that is capable. The clerks in Counting Houses here are almost exclusively Germans, who are talented and capable, and receive salaries from 80 to 250 $ per month. No young man (without a family) can live here decently for less than 80 $ per month - decent board alone is 2 $ per day, and the cost of almost every thing is greater than in other countries.

I have the honor to be
Sir, with great respect
Your Obt. Servant

Wm L Sharkey
Actg Consul

U. S. Consulate
Havana 20th Oct 1853
Asst. Postmaster General
No 263
Relative to Consular
Receipts $703 Oct. 1853
Difficulties encountered
and to be encountered
in complying with
Section 53. 55. 124,
125 & 126 of the
General Instructions
under Act of
March 1855

& terrestrial Custom Houses of the Island of Cuba in the month of December 1855, compared with same month of 1854.

Published in the Governmt Gazette by order of Chief of the Exchequer.

Administrations.	In December 1855. Maritime revenue.		Land revenue.		In December 1854. Maritime revenue.		Land revenue.		Increase in 1855 maritime		Land		Decrease in 1855. Maritime		Land.	
	$	cts	$	cts	$	cts	$	cts	$	cts	$	cts	$	cts	$	cts
Havana.	503589.	12.	123787.	06¼	364798.	18	103.602	56¼	178790	93¾	20.184	50				
Matanzas	46993.	43¾	25676.	31¼	57.970.	93¾	20755.	87½			4920	43¾	10977.	50	—	—
Cardenas	13146.	75	6803	—	7467.	87½	5.179	06¼	5,678	87½	1623	93¾				
Trinidad	17,487	31¼	11,218		14.714	31¼	8592.	81¼	2773	—	2625.	18¾				
Villa - Clara			8768	43¾			5.348.	81¼			3419.	62¼				
Sto - Espiritu			6736.	81¼			6,500.	31¼			236.	50				
Sagua la Grande	1423.	06¼	6409	43¾	2979.	12½	3566.	06¼			2843	37½	1556.	06¼		
Cienfuegos	20973	75	7620	68¾	16,007.	87½	5433	68¾	4965	87½	2187.	—				
San Juan de los Remedios	2392.	37½	3825.	18¾			3135.	43¾	2392.	37½	689.	75				
St Iago de Cuba	41897.	18¾	23809.	68¾	31586.	25	27.682	87½	10310	93¾					3873.	18¾
Manzanillo	7377.	31¼	8038.	—	3999	56¼	7435.	37½	3377.	75	602.	62½				
Gibara	2020.	06¼	648.	56¼	2867.	31¼	211.	06¼			437.	50	847.	25		
Bayamo			9030.	18¾			2617.	06¼			6413.	12½				
Holguin			2150.	12½			1980	81¼			169.	31¼				
Baracoa	573.	06¼	1051.	93¾	215.	62½	751.	56¼	297.	43¾	300.	37½				
Nuevitas	4433	43¾	1172	81¼	3761.	31¼	763.	87½	672.	12½	408.	87½				
Santa Cruz	7.	25	70.	37½	1489.	25	47.	68¾			22.	68¾	1482.	—		
Guantanamo	0.	75	2722.	18¾	448.	62½	833.	06¼			1889.	12½	447.	87½		
Puerto Principe			26,366.	93¾			18,119.	68¾			8247.	25				
Lottery Departmt.			5924.	25			5276	12½			665	8. 12½				
	702.254.	87½	335329.	93¾	508.306.	25	275323.	81¼	200259.	37½	63879.	31¼	15310.	68¾	3873.	18¾

Collected in December 1855... $1.037584. 81¼

do in do 1854 783.630. 06¼

Difference $ 253.954. 75 being excess of 1855 over 1854.

Recu le 26 Juin 14 -
avec Lettre
Particulière de
Khartoum du 4 Juin
Rec. à Paris le 4 Juillet
sur expédiée
de Khartoum
le 5 Juin

ORM No. 6.]

RETURN of the Arri

DATE.		VESSELS.								
Month.	Day.	Class.	Name.	Tonnage.	Where from.	When built.	Where built.	Where belonging.	Where bound.	Owners.
October	1	Brig	John R. Dow	197 $\frac{75}{95}$	Bristol (R.I.)	1845	Brunswick (Me.)	Providence (R.I.)	Sagua	John Dyer & Isaac Pontius
"	"	Steamer	Cahawba	1643 $\frac{12}{95}$	New York			New York	New Orleans	R.C. Crocheron & others
"	"	Bark	Emma F. Chase	270 $\frac{25}{95}$	Cabañas	1851	Falmouth (Me.)	Portland	Boston	Jos. Hale, John Yeaton & others
"	"	Brig	Mary Elizabeth	150 $\frac{44}{95}$	New Orleans	1848	Baltimore	New Orleans	New Orleans	James B. McConnell
"	4	Schooner	Heyward	99 $\frac{3}{95}$	Charleston	1838	Charleston	Charleston	Charleston	Geo. W. Olney
"	"	Brig	Somers	111 $\frac{29}{95}$	Charleston	1845	Philadelphia	Charleston	Charleston	Rob. P. Chapman & H. Wilson
"	5	Schooner	Aid	97 $\frac{76}{95}$	Charleston	1849	Bellport (N.Y.)	Charleston	Charleston	A. Canale
"	"	Schooner	Zephyr	77 $\frac{84}{95}$	Charleston	1829	Smithscreek (N.C.)	Charleston	Charleston	Rob. P. Chapman & H. Wilson
"	"	Brig	Chief	134 $\frac{91}{95}$	Baltimore	1845	Matthews Co. (Va.)	Baltimore	Baltimore	John Williams
"	"	Brig	Confidence	195 $\frac{71}{95}$	Newport	1837	Newport	Newport	Baltimore	Master Capt. H.C. Peckham, Hy Bull, W. Mayer
"	6	Bark	Louisa	182 $\frac{53}{95}$	Philadelphia	1841	Philadelphia	Philadelphia	Philadelphia	Capt Newbold & Geo. L. Carson

3,100 $\frac{20}{95}$